

Memorandum



Date: October 5, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Interlocal Agreement with Town of Miami Lakes for the Conveyance of Miami Lakes
Special Tax District Parks

RCA

Agenda Item No. 3(C)

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of an Interlocal Agreement with the Town of Miami Lakes (Town) for the conveyance of Miami Lakes Special Tax District parks, excluding Miami Lakes West Park (P-74), and authorizing execution of a County Deed for same to the Town.

Scope

Miami Lakes is located within Commission District 13.

Fiscal Impact/Funding Source

The agreement will not create any financial impact to Miami-Dade County.

Track Record/Monitor

The Town has previously entered into Interlocal Agreements with the County for the transfer of Royal Oaks (R-884-01) and Miami Lakes (R-219-03) Parks. The Planning and Research Section of the Park and Recreation Department will process the transfer of the Special Tax District parks to the Town.

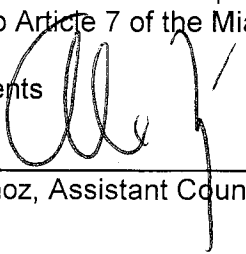
Background

At elections of December 5, 2000, a majority of voters of Miami Lakes approved a charter for the Town. The Town Council took office on February 28, 2001. Subsequently, the Town ceased funding the Special Taxing District which funded the maintenance of 90 small parks within the municipal boundaries. Thereafter, the parks were maintained and operated by the Town through a permit from the Park and Recreation Department.

On February 1, 2005, the Board of County Commissioners adopted Ordinance No. 05-30 which rescinded and repealed Section 26-2.1 of the County Code restricting use of the parks to residents of the District. The ordinance also abolished the Miami Lakes Parks and Street Lighting Improvement District. Since that time, the County has worked with the Town to resolve issues related to the conveyance of the Special Taxing District parks.

The attached Interlocal Agreement provides for the conveyance of these parks, with the exception of Miami Lakes West Park P-74, and defines the conditions of that conveyance. Those conditions include the requirement that the parks are open to all residents of Miami-Dade County and that they remain subject to Article 7 of the Miami-Dade County Home Rule Charter.

Attachments



Alex Muñoz, Assistant County Manager

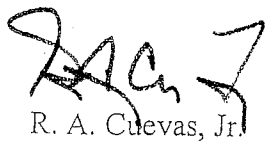


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: November 6, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION
OF AN INTERLOCAL AGREEMENT WITH THE
TOWN OF MIAMI LAKES FOR THE CONVEYANCE
OF MIAMI LAKES SPECIAL TAX DISTRICT PARKS
EXCLUDING MIAMI LAKES WEST PARK P-74
AND AUTHORIZING THE COUNTY MAYOR OR
HIS DESIGNEE TO EXECUTE A COUNTY DEED
FOR SAME TO THE TOWN OF MIAMI LAKES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, at its meeting of February 1, 2005, by Ordinance Number 05-30, this Board repealed Section 26-2.1 of the County Code that restricted the use of the parks within the Miami Lakes Special Tax District to residents of the District, and abolished the Miami Lakes Parks and Street Lighting Improvement District; and

WHEREAS, Miami-Dade County and the Town of Miami Lakes desire to enter into an Interlocal Agreement to govern the conditions by which various parks that formerly were part of the Miami Lakes Special Tax District, except Miami Lakes West Park P-74, can be transferred to the Town,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement between Miami-Dade County and the Town of Miami Lakes, in substantially the form attached hereto and made a part thereof; and the execution of a County deed for the parks named above, and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County, after

approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorin D. Rolle	Natacha Seijas
Katy Sorensen	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of November, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by the County Attorney
as to form and legal sufficiency. DDC

**INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND
TOWN OF MIAMI LAKES**

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida ("COUNTY") and the Town of Miami Lakes, a municipal corporation of the State of Florida ("TOWN"), entered into this _____ day of _____, 2007 (the "Agreement").

WITNESSETH

WHEREAS, the COUNTY owns, operates and maintains local parks within the TOWN boundaries, within the Miami Lakes Special Tax District (Exhibit A); and

WHEREAS, the TOWN ceased funding the Miami Lakes Special Tax District; and

WHEREAS, the COUNTY wishes to convey and the TOWN wishes to receive said local parks within the former Miami Lakes Special Tax District that are COUNTY owned ("Parks") except the Miami Lakes West Park P-74; and

WHEREAS, it is in the best interest of the COUNTY and the TOWN to provide recreational facilities and opportunities to residents of the TOWN and the COUNTY;

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS THE COUNTY AND THE TOWN AGREE AS FOLLOWS:

1. Transfer of Real Property

- 1.1 The COUNTY shall convey the Parks under COUNTY ownership to the TOWN and shall execute and deliver to the TOWN the attached County Deed, incorporated herein as Exhibit B.
- 1.2 Property and facilities are conveyed in an as-is condition, and subject to all easements, agreements, and restrictions.
- 1.3 The TOWN Manager and the Director of the Miami-Dade Park and Recreation Department shall mutually agree to the date of the execution and transfer of the conveyance documents to the TOWN, provided further that the transfer of the Parks shall occur no later than 120 days from the date of execution of this Agreement.
- 1.4 The conveyance from the COUNTY to the TOWN may include the conveyance of County-owned personal property, fixtures, and equipment located at or in use at the Parks, which shall be determined solely by the COUNTY during a walk through examination by staff designated by the COUNTY and the TOWN.

2. Restrictions Related to the TOWN's Use of the Property

As a condition to the acceptance of the Property, the TOWN agrees that:

- 2.1 The Parks shall be used in perpetuity as public parks, and the Parks shall be open to all members of the public.
- 2.2 The TOWN shall not discriminate against members of the public in program registration, pricing or other policies as they relate to the use of the Parks.
- 2.3 Article 7 of the Miami-Dade County Home Rule Charter shall apply to the Parks.
- 2.4 Should the TOWN violate any of the restrictions or conditions listed in Sections 2.1 through 2.3 and Sections 3.1 through 3.3, the COUNTY shall provide the TOWN with written notice of the alleged violations including a statement that "The COUNTY will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the COUNTY in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Manager. Failure of the TOWN to cure the violation within the specified time period shall result in the subject Parks automatically reverting to the COUNTY.

3. Further conditions of conveyance

- 3.1 By accepting this conveyance, the TOWN agrees that it will make every good faith effort to develop, operate and maintain the Parks in a manner that provides appropriate active and passive recreational opportunities to park users.
- 3.2 The Parks will be operated and maintained in a manner equal to or better than existing conditions.
- 3.3 All permits and agreements between the COUNTY and non-profit or organizations within parks will be terminated upon conveyance.

4. Indemnification

- 4.1 Prior to the date of conveyance of the Parks, the COUNTY shall provide the TOWN with any known claims, litigation or other proceedings that may be pending regarding the COUNTY's operation of the Parks.
- 4.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the COUNTY shall hold harmless, defend and indemnify the TOWN, its officers, agents and employees for any and all liability, losses or damages,

including attorney's fees and costs of defense, which the TOWN, its officers, agents and employees may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, or relating to, or resulting solely from an alleged breach of contract or the negligence of the COUNTY, its officers, agents or employees prior to conveyance and in the performance of this Agreement.

- 4.3 The TOWN shall hold harmless, defend, and indemnify the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the COUNTY or its officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the TOWN or its employees, agents, servants, partners, principals or subcontractors. The TOWN shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees that may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TOWN shall not be held liable to pay a personal injury or property damage claim or judgment by any one person, which exceeds the sum of \$100,000, or any claim or judgment paid by the TOWN arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action, which may arise as a result of the TOWN's negligence.

5. Notices

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by hand delivery, or by overnight delivery to the addresses as follow (or any other address that the party to be notified may have designated to the sender by like notice):

County: Miami-Dade County Manager
111 N.W. First Street, Suite 2910
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County
111 N.W. First Street, Suite 2810
Miami, Florida 33128

and Director, Miami-Dade County Parks and
Recreation Department
275 NW 2nd Street, 5th Floor
Miami, Florida 33128

TOWN: TOWN Manager,
Town of Miami Lakes
8004 N.W. 154th Street, PMB 378
Miami Lakes, Florida 33016

6. **Entire Agreement**

The Town and the County agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

7. **Amendments**

This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document. Notwithstanding any provision herein, this agreement in no way obviates or nullifies the obligations of the TOWN under the Town Charter. The Town Manager and the County Manager of Miami-Dade County, or their designees may modify this Agreement in writing.

8. **Severability**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9. **Assignment**

Neither this Agreement nor any term nor provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

10. Governing Law

This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

TOWN OF MIAMI LAKES,
a municipal corporation

By: _____
Town Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Town Attorney

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida

By its Board of County
Commissioners:

Reviewed By: _____
George M. Burgess
County Manager

ATTEST:

By: _____
Clerk

Approved By: _____
Honorable Carlos Alvarez
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney:
111 N.W. 1 Street, 28 Floor
Miami, Florida 33128-1907

COUNTY DEED

THIS DEED, made this day of , A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **TOWN OF MIAMI LAKES**, party of the second part, whose address is 8004 N.W. 154th Street, PMB #378, Miami Lakes, Florida 33016.

WITNESSETH:

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, Miami Lakes Special Tax District Parks, to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

EXHIBIT A

The Town shall: a) maintain the properties in perpetuity as public parks, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) keep the parks open to all Miami-Dade County residents, d) allow unincorporated area residents equal access and use of the parks and not discriminate in program registration, pricing and other policies.

The Town agrees that it will make every good faith effort to develop, operate and maintain the parks in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the Town to abide by any of the restrictions listed in (a) through (d), the County shall provide the Town with written notice of the alleged violations including a statement the "The

Exhibit B

County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the Town shall cure the violation. If the violation is of a type that cannot be cured within this time period, the Town shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the Town to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the subject title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Reviewed By: _____
George M. Burgess
County Manager

By: _____
Deputy Clerk

Approved By: _____
Honorable Carlos Alvarez
Mayor

Approved as to form and
legal sufficiency By _____
County Attorney

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2007.

Exhibit A
Miami Lakes Special Tax District Parks
Legal Descriptions

PARCEL NAME	PLAT NAME	PB	PB PG	ID #
LOT "D"	FIRST ADDN TO MIAMI LAKES SEC SIX	85	90	2023-33
LOT 22	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-01
LOT 41	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-02
P-01	MIAMI LAKES-LOCH LOMOND	76	91	2014-01
P-02	MIAMI LAKES SEC ONE	75	35	2024-01
P-02	MIAMI LAKES-LOCH LOMOND	76	91	2014-02
P-03	MIAMI LAKES SEC ONE	75	35	2024-02
P-03	MIAMI LAKES-LOCH LOMOND	76	91	2014-03
P-04	MIAMI LAKES SEC ONE	75	35	2024-03
P-05	MIAMI LAKES SEC ONE	75	35	2024-04
P-06	MIAMI LAKES SEC ONE	75	35	2024-05
P-07	MIAMI LAKES SEC ONE	75	35	2024-06
P-08	MIAMI LAKES SEC ONE & RIP RIGHTS	75	35	2024-07
P-10	MIAMI LAKES SEC 2	76	70	2024-08
P-11	MIAMI LAKES SEC 2	76	70	2024-09
P-12	MIAMI LAKES SEC 3	78	47	2024-10
P-13	MIAMI LAKES SEC 3	78	47	2024-11
P-14	MIAMI LAKES SEC 3	78	47	2024-12
P-15	MIAMI LAKES SEC 4	79	8	2023-01
P-16	MIAMI LAKES SEC 4	79	8	2023-02
P-17	MIAMI LAKES SEC 4	79	8	2023-03
P-18	MIAMI LAKES SEC 4	79	8	2023-04
P-19	MIAMI LAKES SEC 4	79	8	2023-05
P-20	MIAMI LAKES SEC 4	79	8	2023-35
P-21	MIAMI LAKES SEC 5	79	81	2023-06
P-22	MIAMI LAKES SEC 5	79	81	2023-07
P-23	MIAMI LAKES SEC 5	79	81	2023-08
P-24	MIAMI LAKES SEC 6	81	66	2023-09
P-25	MIAMI LAKES-LOCH LOMOND WEST	91	95	2023-10
P-26	MIAMI LAKES HILDA TOWNHOUSE SECTION	81	72	2023-11
P-27	MIAMI LAKES HILDA TOWNHOUSE SECTION	81	72	2023-12
P-28	MIAMI LAKES SEC 6	84	34	2023-13
P-29	MIAMI LAKES SEC 7	84	34	2023-14
P-30	MIAMI LAKES SEC 7	84	34	2023-15
P-31	MIAMI LAKES SEC 7	84	34	2023-16
P-32	MIAMI LAKES SEC 7	84	34	2023-17
P-33	MIAMI LAKES IND PARK SEC 3	85	62	2024-13
P-34	MIAMI LAKES IND PARK SEC 5	93	96	2024-14
P-35	MIAMI LAKES -LAKE MARTHA SEC	86	76	2023-18
P-36	MIAMI LAKES -LAKE MARTHA SEC	86	76	2023-19
P-37	MIAMI LAKES PARK ADDITIONS	89	73	2023-20
P-38	MIAMI LAKES PARK ADDITIONS & RIP RIGHTS	89	73	2023-21
P-39	MIAMI LAKES PARK ADDITIONS & RIP RIGHTS	89	73	2023-22
P-40	MIAMI LAKES-LOCH LOMOND WEST	91	95	2023-23
P-41	MIAMI LAKES-LOCH LOMOND WEST	91	95	2014-04
P-42	MIAMI LAKES CYPRESS VILLAS SECTION	92	26	2023-24
P-43	MIAMI LAKES CYPRESS VILLAS SECTION	92	26	2023-25
P-44	MIAMI LAKES-LAKE KATHERINE	93	43	2024-15
P-44	MASON-SMITH OF MIAMI LAKES	93	100	2023-26
P-45	MIAMI LAKES KATHARINE VILLAS	93	43	2024-16
P-46	MIAMI LAKES KATHARINE VILLAS	93	43	2024-17
P-47	MIAMI LAKES KATHARINE VILLAS	93	43	2024-18
P-48	MIAMI LAKES-LOCH LOMOND EAST	93	44	2014-05

Exhibit A
Miami Lakes Special Tax District Parks
Legal Descriptions

P-49	MIAMI LAKES-LOCH LOMOND EAST	93	44	2014-06
P-50	MIAMI LAKES LOCH NESS SECTION	93	45	2014-07
P-51	MIAMI LAKES LOCH NESS SECTION	93	45	2014-08
P-52	MIAMI LAKES LOCH NESS SECTION	93	45	2014-09
P-53	MIAMI LAKES LOCH ANDREWS	99	92	2023-27
P-54	MIAMI LAKES IND PARK SEC 6	100	21	2024-19
P-56	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-02
P-57	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-03
P-58	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-04
P-59	MIAMI LAKES EAGLE NEST SEC PT 1	106	14	2024-20
P-60	MIAMI LAKES EAGLE NEST SEC PT 1	106	14	2024-21
P-61	MIAMI LAKES EAGLE NEST SEC PT 2	106	22	2013-05
P-62	MIAMI LAKES LOCH ISLE	110	19	2023-28
P-63	MIAMI LAKES LOCH ISLE	110	19	2023-29
P-64	MIAMI LAKES LOCH ISLE	110	19	2023-30
P-65	MIAMI LAKES LOCH ISLE	110	19	2023-31
P-66	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-03
P-67	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-04
P-68	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-05
P-69	MIAMI LAKES-LAKE SANDRA	115	6	2022-06
P-70	MIAMI LAKES-LAKE SANDRA	115	6	2022-07
P-71	MIAMI LAKES-LAKE SANDRA	115	6	2022-08
P-72	MIAMI LAKES-LAKE SANDRA	115	6	2022-09
P-73	MIAMI LAKES-LAKE SANDRA	115	6	2022-10
P-75	MIAMI LAKES-LAKE CYNTHIA SECTION ONE	125	29	2022-12
P-76	MIAMI LAKES-LAKE CAROL	127	31	2022-13
P-77	MIAMI LAKES-LAKE CAROL	127	31	2022-14
P-78	MIAMI LAKES-LAKE CAROL REPLT 4	134	41	2022-15
P-79	MIAMI LAKES-LAKE CAROL	127	31	2022-16
P-80	MIAMI LAKES-LAKE CYNTHIA SECTION 2	127	35	2022-17
P-81	MIAMI LAKES-LAKE CYNTHIA SECTION 2	127	35	2022-18
P-82	MIAMI LAKES-LAKE ELIZABETH SECTION ONE	128	71	2022-19
P-83	MIAMI LAKES-LAKE ELIZABETH SECTION 4	134	40	2022-20
TRACT "A"	MIAMI LAKES LOCH ISLE	110	19	2023-32
TRACT "A"	As per BCC RESOLUTION # 10319, NOVEMBER 30, 1964	N/A	N/A	2024-22
NOTE	This listing does not include various cul-de-sacs and greenways, formerly maintained by the Special Taxing District, but contained within the rights-of-way			

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MEMORANDUM

Agenda Item No. 6(B)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

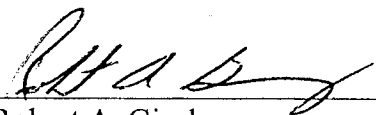
(Second Reading 02-01-05)
DATE March 16, 2004

FROM: Robert A. Ginsburg
County Attorney

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA
SUBJECT: Ordinance No. 04-00000
Miami Lakes Parks and
Street Lighting Improvement
District

05 • 30

The accompanying ordinance was prepared and placed on the agenda at the request of
Commissioner Natacha Seijas.


Robert A. Ginsburg
County Attorney

RAG/jls



MEMORANDUM

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: February 1, 2005

FROM: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", is written over the printed name of George M. Burgess.

SUBJECT: Ordinance abolishing the
Miami Lakes Parks and
Street Lighting Improvement
District

This ordinance abolishing the Miami Lakes Parks and Street Lighting Improvement District will have no fiscal impact on Miami-Dade County.

The Town of Miami Lakes took over the street lighting district responsibilities as a result of their incorporation.

Fiscal/002804




MEMORANDUM

(Revised)

05-30

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: February 1, 2005

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 6(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 6(B)
02-01-05

ORDINANCE NO. 05-30

ORDINANCE ABOLISHING THE MIAMI LAKES PARKS
AND STREET LIGHTING IMPROVEMENT DISTRICT;
RESCINDING RESOLUTION R-8286; REPEALING
ORDINANCE 79-112; DELETING LIMITATION ON PARK
USAGE; REPEALING SECTION 26-2.1 OF THE CODE OF
MIAMI-DADE COUNTY, FLORIDA; PROVIDING
SEVERABILITY, INCLUSION IN THE CODE AND AN
EFFECTIVE DATE

WHEREAS, the Miami-Dade County Home Rule Charter, Article I, Section 1.01.A.11,
vests the Board of County Commissioners (hereinafter "the Board") with the power to establish
and abolish special purpose districts; and

WHEREAS, on January 22, 1963, the Board adopted Resolution R-8286 establishing the
Miami Lakes Parks and Street Lighting Improvement District (the "District") the boundaries of
which were enlarged by Ordinance 79-112 enacted on December 4, 1979; and

WHEREAS, the Town of Miami Lakes was incorporated on December 5, 2000; and

WHEREAS, the Miami Lakes Parks and Street Lighting Improvement District is located
entirely within the municipal boundaries of the Town of Miami Lakes; and

WHEREAS, the Miami Lakes Parks and Street Lighting Improvement District has not
levied or collected any taxes or assessments in any fiscal year subsequent to the incorporation of
the Town of Miami Lakes, and the Town has funded for District services through the annual
municipal budget process; and

4 19

WHEREAS, the Board desires to abolish the Miami Lakes Parks and Street Lighting Improvement District; and

WHEREAS, the use limitation affecting District park facilities would no longer be appropriate with the abolishment of the District to which it specifically applies,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The Miami Lakes Parks and Street Lighting Improvement District is hereby abolished. Resolution R-8286 is hereby rescinded in its entirety. Ordinance 79-112 and Section 26-2.1 of the Code of Miami-Dade County, Florida are hereby repealed in their entirety.

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. A certified copy of this ordinance shall be filed with the Clerk of the Circuit and County Courts of Miami-Dade County, Florida and recorded in the Official Record Book.

Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED: FEB 01 2005

Approved by County Attorney as
to form and legal sufficiency:

RA6

Robert A. Ginsburg

Sponsored by Commissioner Natacha Seijas

6-21

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 6(L)(1)(F)
7-24-01

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA**

RESOLUTION NO. R-884-01

RESOLUTION AUTHORIZING CONVEYANCE OF ROYAL OAKS PARK TO THE TOWN OF MIAMI LAKES AND AUTHORIZING EXECUTION OF COUNTY DEED AND INTERLOCAL AGREEMENT TO (1) TRANSFER PARK IMPROVEMENT IMPACT FEES CURRENTLY BUDGETED BY MIAMI-DADE COUNTY FOR THE DEVELOPMENT OF ROYAL OAKS PARK AND (2) GOVERN MIAMI LAKES USE OF THE PARK AND IMPACT FEE FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA: that:

Section 1. This Board authorizes the conveyance to the Town of Miami Lakes of Royal Oaks Park being legally described in the attached deed, in accordance with Section 125.38 Florida Statutes, and authorizes the Mayor to execute a County Deed in substantially the form attached hereto and made a part hereof, which contains the conditions and reverts described in the aforesaid memorandum and Agreement.

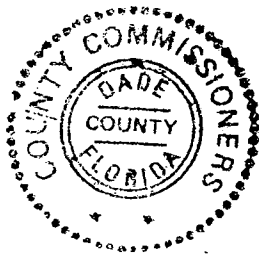
5 22

Section 2. This Board authorizes the Agreement in substantially the same form attached hereto, and authorizes the County Manager to execute same on behalf of Miami Dade County.

The foregoing resolution was offered by Commissioner **Jimmy L. Morales** who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Dr. Miriam Alonso	aye	Bruno A. Barreiro	absent
Dr. Barbara M. Carey-Shuler	absent	Betty T. Ferguson	aye
Gwen Margolis	aye	Joe A. Martinez	aye
Jimmy L. Morales	aye	Dennis C. Moss	aye
Dorrian D. Rolle	absent	Natacha Seijas	absent
Katy Sorenson	absent	Rebeca Sosa	aye
Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of July, 2001. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

BY: **KAY SULLIVAN**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency AD

623

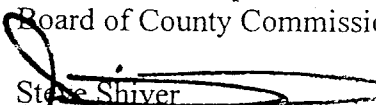


MEMORANDUM

Agenda Item No. 6(L)(1)(F)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 24, 2001

FROM: 
County Manager

SUBJECT: Conveyance of Royal Oaks Park to
the Town of Miami Lakes

RECOMMENDATION

It is recommended that the Board authorize the conveyance of Royal Oaks Park, a Miami-Dade County park located within the municipal boundaries of the new Town of Miami Lakes. This park is located at NW 162 Street and 87 Avenue. It is further recommended that the Board authorize the execution of a Miami-Dade County deed, transferring title of the subject property subject to terms described below, and authorize the execution of an interlocal agreement enumerating terms of the park transfer and of the transfer of unspent Impact Fees earmarked for the improvements to Royal Oaks Park, and governing various other issues between the parties.

BACKGROUND

Royal Oaks Park comprises 17.15 acres acquired between 1995 and 1999 for a community park. With the exception of a tot-lot, the park is currently undeveloped. The park is local in nature and as such would not be appropriately supported by unincorporated area municipal service area (UMSA) revenue. The Town of Miami Lakes desires to assume ownership of the park and to expedite its development.

The Miami-Dade County Park and Recreation Department has discussed the conveyance of this park with the Town of Miami Lakes. Staff recommends that Miami-Dade County convey the property to the municipality by County deed and approve an interlocal agreement defining conditions of the transfer, as described below, and conditions of the transfer by the County of park impact fee funds set aside and earmarked for the development of the park.

1. The property is to be used in perpetuity solely as a public park. In the event that the Town of Miami Lakes discontinues the use of any portion of the property as a public park, or violates any of the restrictions here discussed, the Park shall, subject to the terms in the attached interlocal agreement and the deed, revert to Miami-Dade County. Furthermore, all applicable provisions of Article 6 of the Miami-Dade Home Rule Charter shall apply to this Park.
2. Royal Oaks Park shall be open to all Miami-Dade County residents.

✓ 24

3. The Town of Miami Lakes shall not discriminate against unincorporated area residents in program registration, pricing or other policies as they relate to the use of this Park.
4. The Park is to be accepted in an "as-is" condition by the Town and all transactional and due diligence costs are to be born by the Town.
5. The Town shall be responsible for assuming all permits associated with the development of the park, including Permit #13-01558-P issued by the South Florida Water Management District (SFWMD) and the Class IV Wetlands permit issued by Miami-Dade County Department of Environmental Resources Management (DERM). It is agreed that DERM's Water Control Section must approve any changes to the Park's site plan that affect the storm water retention areas.
6. The County will transfer \$625,296 to the Town of Miami Lakes, plus actual interest accrued since March 20, 2001, of unspent park improvement impact fees that are earmarked by the County for the development of Royal Oaks Park.
7. The Town will expend all monies transferred solely for improvements to Royal Oaks Park and in accordance with the allowed expenditures listed in the Miami-Dade County Impact Fee Ordinance, as amended, and will abide by and be governed by all relevant Florida Statutes pertaining to the acquisition of professional services and the development of public spaces and by the Miami-Dade Conflict of Interest Ordinance.
8. The Town will provide semi-annual reports detailing the expenditure of these funds.
9. The County will work with the Town to transfer all previously acquired permits associated with environmental mitigation: specifically, within 30 days of the transfer of ownership, the aforementioned SFWMD permit will be transferred and immediately prior to the transfer of ownership, the aforementioned DERM permit will be transferred.
10. The County will convey all documentation associated with the environmental permitting that has occurred relative to the park development and copies of the

Honorable Chairperson and Members
Board of County Commissioners
Page 3

preliminary site plan developed for the park.

The conveyance of this park has no fiscal impact on the FY 01-02 budget as that budget anticipated this conveyance.

Attachments



MEMORANDUM

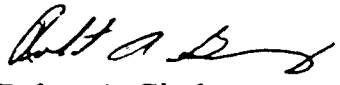
TO:

Hon. Chairperson and Members
Board of County Commissioners

DATE: July 24, 2001

SUBJECT: Agenda Item No. 6(L)(1)(F)

FROM:


Robert A. Ginsburg
County Attorney

Please note any items checked.

- ☐ "4-Day Rule" (Applicable if raised)
- ☐ 6 weeks required between first reading and public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of private business sector impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires a detailed County Manager's report for public hearing
- ☐ "Sunset" provision required
- ☐ Legislative findings necessary

INTERLOCAL AGREEMENT

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida (the "County") and the Town of Miami Lakes, a municipal corporation of the State of Florida (the "Town"), entered into this 26th day of OCTOBER, 2001 (the "Agreement").

WITNESSETH

WHEREAS, a Charter for the Town of Miami Lakes was approved by the Citizens of the Town on December 5, 2000, and the Town Council took office on February 28, 2001; and

WHEREAS, the first Interlocal Agreement between the Town and the County to advance funds to the Town was adopted by Resolution No. 298-01 and a second Interlocal Agreement to govern the provision of municipal services to the Town during a transition period was adopted by Resolution No. 375-01; and

WHEREAS, prior to the incorporation of the Town, the County acquired a parcel of vacant property (the "Property") for the purpose of providing a park to the citizens of Miami-Dade County; and

WHEREAS, the Property is located within the municipal boundaries of the Town; and

WHEREAS, by Resolution No. 01-14, the Town Council requested the County to transfer the Property known as Royal Oaks Park (the "Park") to the Town for development by the Town and the County has agreed to do so; and

WHEREAS the County previously identified and earmarked certain funds collected from park impact fees generated within the Park Benefit District (the "Funds") that includes the previously unincorporated area of the Town for the development of the Park and the County agrees to transfer said Funds to the Town; and

WHEREAS the County has obtained permits for the Park from the South Florida Water Management District (the "SFWMD") (#13-01558-P) and a Class IV Wetlands permit for the Miami-Dade County Department of Environmental Resource Management ("DERM"); and

WHEREAS, it is in the interest of the County and the Town to commence development of the Park, to provide recreational facilities and opportunities to residents of the Town and the County.

7. Transfer of Permits. The County and the Town shall cooperate to effect the assignment and/or transfer of the SFWMD and DERM permits to the Town. The obligation to amend these permits shall fall upon the Town.

8. Records, Reports, Audits, Monitoring, and Review

- a. The Town shall keep accounting records with respect to the expenditure of the Funds at the Park to conform with generally accepted accounting principles. All such records will be retained by the Town for not less than five (5) years beyond the effective term of this Agreement.
- b. The Town understands that it may be subject to an audit by the Park & Recreation Department, upon seven (7) days written notice. The Town shall provide access to all of its records that relate to this Agreement at its place of business during regular business hours. The Town agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to insure compliance with applicable accounting and financial standards.
- c. The Town is bound to provide two (2) progress reports per year to the Park & Recreation Department detailing the expenditure of the Funds. Said reports will include the amount of Funds expended in that reporting cycle, the amount of Funds spent to date, copies of invoices for Funds expended during that reporting cycle, and copies of all contracts entered into during that reporting cycle that are to be paid out of the Funds. The first report shall be due on the 1st day following the sixth (6th) full month after the effective date of this contract (for example, if the effective date of this contract were January 10th, then the first report will be due on August 1st); each subsequent report shall be due on the first of the month in six month intervals (in the prior example, subsequent reports would be due on February 1st, August 1st, etc...). The reporting requirement will terminate upon the Town providing reports detailing the expenditure of all of the Funds.
- d. The Park & Recreation Department may monitor both fiscal and programmatic compliance with the terms and conditions of this Agreement. The Town shall permit the Park & Recreation Department to conduct Park visits and other techniques deemed reasonably necessary to fulfill the monitoring function. Should the County, in an audit of the Town's records, find a discrepancy of more than ten percent (10%) between the actual amount of Funds expended in the Park, as determined by the audit, and the amounts reported in Section 8 (c), then the Town will reimburse the County the amount of the discrepancy, provided, however, that this provision will only be applicable if the amount reported by the Town is greater than the

amount actually expended, as determined by the audit. Should the Town fail to spend the Funds in accordance with this Agreement within five (5) years of the effective date, then the Town will return to the County, within five (5) days' notice, all of the unexpended Funds.

9. Notices All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, hand delivered or overnight delivery addresses as follows (or any other address that the party to be notified may have designated to the sender by like notice):

County: Miami-Dade County Manager
111 N.W. First Street, Suite 2910
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County
111 N.W. First Street, Suite 2810
Miami, Florida 33128

Director, Miami-Dade County Park and
Recreation Department
275 NW 2nd Street, 5th Floor
Miami, Florida 33128

Town: Mayor, Town of Miami Lakes
8004 NW 154th Street
PMB # 378
Miami Lakes, Florida 33016-5814

Copied to: Nina L. Boniske, Esquire
Weiss Serota Helfman Pastoriza & Guedes, P.A.
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133

10. Entire Agreement The Town and the County agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Notwithstanding any provision herein, this agreement in no way obviates or nullifies the obligations of the Town under the Town Charter.

11. Amendments This Agreement may be modified only by an agreement in writing signed and sealed by the Town Mayor and the County Manager of Miami Dade County.
12. Severability If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
13. Assignment Neither this Agreement nor any term nor provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.
14. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.
15. Governing Law This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

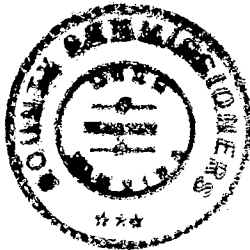
MIAMI-DADE COUNTY

a political subdivision of
the State of Florida

By it's Board of County
Commissioners:

By:

Glenn T. Hudak
County Manager



ATTEST:
HARVEY RUVIN, CLERK

By:

[Signature]
Deputy Clerk

10/26/01

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:

[Signature]
County Attorney

TOWN OF MIAMI LAKES,
a municipal corporation

By: Wayne Staton
Wayne Staton, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Acting Town Attorney

This instrument prepared by:

Folio Nos. 30 2016 002 2640 and
30 2016 001 0010 to 0200, inclusive
(Royal Oaks Park)

COUNTY DEED

THIS DEED, made this _____ day of _____, 2001 A.D. by
~~MIAMI-DADE COUNTY, FLORIDA~~, a Political Subdivision of the State of Florida, party
of the first part, whose address is: Stephen P Clark Center, 111 N. W. 1 Street Suite 17-202,
Miami, Florida, 33128-1963, and TOWN OF MIAMI LAKES, a Florida municipal
corporation, party of the second part, whose address is: 8004 N.W. 154th Street, PMB #378,
Miami Lakes, Florida 33016.

WITNESSETH:

That the said party of the first part, for and in consideration of the promise of the Town of
Miami Lakes to maintain and keep open the subject Royal Oaks Park as set forth in this Deed,
and other good and valuable consideration, the receipt and sufficiency of which are hereby
acknowledged, has granted, bargained, and sold to the said party of the second part, subject to
the reverter set forth in this Deed, the following described land lying and being in Miami-Dade
County, Florida:

Tract A Park Site in "Royal Garden Estates" Subdivision according to the plat
thereof recorded in Plat Book 155 Page 4, of the Public Records of Miami-Dade
County, Florida, and

7 33

Lots 1 to 20 inclusive, Block 1, of "Sevilla Estates" Subdivision according to the plat thereof recorded in Plat Book 153 Page 38, of the Public Records of Miami-Dade County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the subject property.

TO HAVE AND TO HOLD the same in fee simple forever subject to the following:

The Town of Miami Lakes shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) keep the park open to all Miami-Dade County residents, d) allow unincorporated area residents of Miami-Dade County equal access and use of the park and not discriminate in program registration, pricing and other policies. The Town of Miami Lakes agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies. Upon the failure of the Town to abide by any of the restrictions listed in (a) thru (d), the County shall provide the Town with written notice of the alleged violations including a statement that "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the Town shall cure the violation. If the violation is of a type that cannot be cured within this time period, the Town shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the Town to cure the violation within the specified time period shall result in the Property automatically reverting to the County.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

935

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(M)(1)(B)
3-11-03

RESOLUTION NO _____ R-219-03

RESOLUTION AUTHORIZING CONVEYANCE OF MIAMI
LAKES PARK TO THE TOWN OF MIAMI LAKES AND
AUTHORIZING EXECUTION OF COUNTY DEED AND
INTERLOCAL AGREEMENT TO GOVERN MIAMI LAKES'
USE OF THE PARK

WHEREAS, this Board desires to accomplish the purposes outlined in the
accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

Section 1. This Board authorizes the conveyance to the Town of Miami Lakes of
Miami Lakes Park being legally described in the attached deed, in accordance with
Section 125.411 Florida Statutes, and authorizes the Mayor to execute a County Deed in
substantially the form attached hereto and made a part hereof, which contains the
conditions and reverts described in the aforesaid memorandum and Agreement.

Section 2. This Board authorizes the Agreement in substantially the same form
attached hereto, and authorizes the County Manager to execute same on behalf of Miami
Dade County.

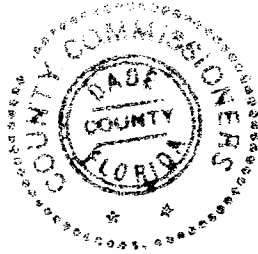
Section 3. This Board authorizes the termination of the Joint Operating and Lease
Agreement between the County and Miami-Dade County School Board for the Miami
Lakes Park, recognizing that the School Board and the Town of Miami Lakes have

entered into a Joint Operating and Lease Agreement to become effective upon conveyance of Miami Lakes Park from the County to the Town of Miami Lakes.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro	absent	Dr. Barbara Carey-Shuler	aye
Jose "Pepe" Diaz	aye	Betty T. Ferguson	aye
Sally A. Heyman	absent	Joe A. Martinez	aye
Jimmy L. Morales	aye	Dennis C. Moss	aye
Dorrian D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	absent	Rebeca Sosa	aye
Sen. Javier D. Souto aye			

The Chairperson thereupon declared the resolution duly passed and adopted this 11th day of March, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency *mmc*
Mariela Martinez-Cid

By **KAY SULLIVAN**
Deputy Clerk

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MEMORANDUM

Agenda Item No. 7(M)(1)(B)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: March 11, 2003

FROM: Steve Shiver
County Manager

SUBJECT: Conveyance of Miami Lakes Park
to the Town of Miami Lakes

RECOMMENDATION

It is recommended that the Board authorize the conveyance of the portion of Miami Lakes Park that is under County ownership to the Town of Miami Lakes. The park is located at NW 67 Avenue and North Miami Lakeway within the municipal boundaries of the Town of Miami Lakes and adjacent to Miami Lakes Middle School. It is further recommended that the Board authorize the execution of a Miami-Dade County deed transferring title of the property subject to the terms described below, and authorize termination of the Joint Operating and Lease Agreement between the County and Miami-Dade County School Board (School Board) for Miami Lakes Park. The Town of Miami Lakes and the School Board have entered into a Joint Operating and Lease Agreement to become effective upon the transfer of the property.

BACKGROUND

Miami Lakes Park is a 28.9-acre park comprised of 7.8 acres owned by the County and a 21.1-acre parcel leased from the School Board. That lease was approved by Resolution No. R-476-71 adopted by the Board of County Commissioners on March 30, 1971. That same resolution approved an operating agreement between the School Board and the County for construction and joint use of facilities at the site, authorized an agreement transferring restrictions associated with the land, and approved the exchange of land between the School Board and the County. The park is developed and heavily used for a variety of recreational activities that are local in nature. The park would not be appropriately supported by Unincorporated Municipal Service Area (UMSA) revenue.

The Miami-Dade Park and Recreation Department has operated and maintained the park since the incorporation of the Town of Miami Lakes and has been reimbursed for all costs incurred at the site. When the conveyance of the property is complete, the Town of Miami Lakes will be responsible for the operation and maintenance of the park.

The Miami-Dade County Park and Recreation Department has discussed the conveyance of this park with the Town of Miami Lakes. The Town desires to assume ownership of the park and has approved the interlocal agreement to accept the conveyance. Staff recommends that the County convey the property to the municipality by County deed and approve an interlocal agreement defining conditions of the transfer, as described below.

1. The property is to be used in perpetuity solely as a public park. In the event that the Town of Miami Lakes discontinues the use of any portion of the property as a public park, the park shall, subject to the terms in the attached interlocal agreement and the deed, revert to Miami-Dade County.
2. Furthermore, all applicable provisions of Article Six of the Miami-Dade Home Rule Charter shall apply to this park.
3. Miami Lakes Park shall be open to all Miami-Dade County residents.
4. The Town of Miami Lakes shall not discriminate against unincorporated area or other County residents in program registration, pricing or other policies as they relate to the use of this Park.
5. The Park is to be accepted in an "as-is" condition by the Town of Miami Lakes and all transactional and due diligence costs are to be born by the Town.


Attachments



MEMORANDUM

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: March 11, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(M)(1)(

Please note any items checked.

_____ **"4-Day Rule" (Applicable if raised)**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of private business sector impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **"Sunset" provision required**

_____ **Legislative findings necessary**

INTERLOCAL AGREEMENT

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida (the "COUNTY") and the Town of Miami Lakes, a municipal corporation of the State of Florida (the "TOWN"), entered into this _____ day of _____, 2003 (the "Agreement").

WITNESSETH

WHEREAS, a Charter for the Town of Miami Lakes was approved by the Citizens of the Town on December 5, 2000, and the Town Council took office on February 28, 2001; and

WHEREAS, the COUNTY owns a portion of Miami Lakes Park and has entered into a Lease and Joint Use Agreement with The School Board of Miami Dade County, Florida, a body corporate and politic (hereinafter referred to as the "School Board") concerning the development and joint use of Miami Lakes Park; and

WHEREAS, Miami Lakes Park is located within the municipal boundaries of the TOWN; and

WHEREAS, the COUNTY wishes to convey and the TOWN wishes to receive that portion of Miami Lakes Park that is COUNTY owned (the "Park"); and

WHEREAS, the COUNTY wishes to terminate its previously entered into joint use agreement and lease with the School Board and the TOWN wishes to enter into a comparable agreement(s) with the School Board; and

WHEREAS, it is in the best interest of the COUNTY and the TOWN to provide recreational facilities and opportunities to residents of the TOWN and the COUNTY.

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS THE COUNTY AND THE TOWN AGREE AS FOLLOWS:

1. **Recitals:** The above recitals are true and correct and incorporated herein by reference.
2. **Transfer of Real Property:**
 - 2.1 The COUNTY shall convey that portion of the Park under COUNTY ownership to the TOWN and shall execute and deliver to the TOWN the attached COUNTY Deed incorporated herein as Exhibit "A."
 - 2.2 The conveyance from the COUNTY to the TOWN shall include the conveyance of all COUNTY personal property, fixtures, and equipment located at or in use at the Park. An inventory of such personal property will be taken prior to

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conveyance. Conveyance of such personal property shall be by the execution and delivery of a Bill of Sale to the TOWN on the date of conveyance.

- 2.3 The Town Manager and the County Manager shall mutually agree to the date of the execution and transfer of the conveyance documents to the Town. Provided further that the transfer of the Park shall occur no later than 60 days from the date of execution of this Agreement.
 - 2.4 Prior to the conveyance of the Park the COUNTY shall take all steps necessary to transfer and/or assign any warranties or guarantees the COUNTY may have for Park improvements or equipment to the TOWN.
 - 2.5 Prior to the conveyance of the Park the COUNTY shall provide the TOWN with a list of any and all third party contractual obligations that the COUNTY may have with vendors providing services at the Park. Upon direction from the Town Manager, the County Manager shall either terminate the third party agreements prior to the conveyance of the Park or execute an assignment of such agreements to the Town.
 - 2.6 Upon conveyance of the Park, the COUNTY shall provide the TOWN with a copy of all permits, plans, and any other documents pertaining to the COUNTY'S operation of the Park.
3. Restrictions Related to the Town's Use of the Property: As a condition to the acceptance of the Property, the TOWN agrees that:
- 3.1 The Property shall be used in perpetuity as a public park.
 - 3.2 Except as specifically exempted, Article 6 of the Miami-Dade Home Rule Charter shall apply to the Park.
 - 3.3 The Park and all improvements made to the Park shall be open to all Miami-Dade COUNTY residents.
 - 3.4 The TOWN shall not discriminate against unincorporated area or other COUNTY residents in program registration, pricing or other policies as they relate to the use of the Park.
 - 3.5 Should the TOWN violate any of the restrictions listed in Sections 3.1 through 3.4, the COUNTY shall provide the TOWN with written notice of the alleged violations including a statement that "The COUNTY will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that

cannot be cured within this time period, the TOWN shall notify the COUNTY in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the COUNTY Commission. Failure of the TOWN to cure the violation within the specified time period shall result in the Property automatically reverting to the COUNTY.

4. Further conditions of conveyance:

4.1 By accepting this conveyance the TOWN agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

4.2 The park and recreation area will be operated and maintained in a manner equal to or better than Miami-Dade COUNTY Park and Recreation Department standards.

5. Contingency: The transfer of the Park by the COUNTY to the TOWN is expressly contingent on the execution of a joint use agreement between the TOWN and the School Board (the "Joint Use Agreement.") With respect to the County's lease and joint use agreement with the School Board, the County, with the approval of the School Board, shall terminate its agreements with the School Board upon the conveyance.

6. Indemnification.

6.1 The COUNTY does hereby agree to indemnify and hold harmless the TOWN to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person, which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action, which may arise solely as a result of the negligence of the County prior to the date of the park conveyance. The indemnification shall additionally include claims for any actions by the COUNTY, its officers, agents, or employees occurring prior to the date of conveyance. However, nothing herein shall be deemed to indemnify the TOWN from any liability or claim arising out of negligent performance or failure of performance of the TOWN or any unrelated third party.

6.2 Prior to the date of the conveyance of the Park, the COUNTY shall provide the TOWN with any known claims, litigation or other proceedings that may be pending regarding the COUNTY's operation of the Park.

6.3 The indemnification provided in Section 6.1 shall additionally include any claims that were filed prior to the date of conveyance for violations of the American with Disabilities Act.

6.4 The TOWN shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the COUNTY or its officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the TOWN or its employees, agents, servants, partners, principals or subcontractors. The TOWN shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees that may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TOWN shall not be held liable to pay a personal injury or property damage claim or judgment by any one person, which exceeds the sum of \$100,000, or any claim or judgment paid by the TOWN arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action, which may arise as a result of the TOWN's negligence.

7. Notices: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, hand delivered or overnight delivery addresses as follows (or any other address that the party to be notified may have designated to the sender by like notice):

County: Miami-Dade County Manager
111 N.W. First Street, Suite 2910
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County
111 N.W. First Street, Suite 2810
Miami, Florida 33128

and Director, Miami-Dade County Parks and

Recreation Department
275 NW 2nd Street, 5th Floor
Miami, Florida 33128

Town: Town Manager, Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014

Copied to: Nina L. Boniske, Esquire
Weiss Serota Helfman Pastoriza & Guedes, P.A.
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133

8. Entire Agreement: The TOWN and the County agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Notwithstanding any provision herein, this agreement in no way obviates or nullifies the obligations of the TOWN under the TOWN Charter.

9. Amendments: This Agreement may be modified only by an agreement in writing signed and sealed by the TOWN Mayor and the County Manager of Miami-Dade County.

10. Severability: If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. Assignment: Neither this Agreement nor any term nor provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

12. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

13. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida

By its Board of County
Commissioners:

By: _____
County Manager

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

TOWN OF MIAMI LAKES,
a municipal corporation

By: _____
Wayne Slaton, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Town Attorney

This instrument prepared by:

Folio No. 32-2013-001-0250
(Miami Lakes Park/School)

COUNTY DEED

THIS DEED, made this day of , 2003 A . D. by
MIAMI -DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
party of the first part, whose address is: Stephen P Clark Center, 111 N. W. 1st Street,
Suite 17-202, Miami, Florida, 33128-1963, and TOWN OF MIAMI LAKES, a municipal
corporation, party of the second part, whose address is: 8004 N.W. 154th Street, PMB
#378, Miami Lakes, Florida.

WITNESSETH:

That the said party of the first part, for and in consideration of the promise of the Town of
Miami Lakes to maintain and keep open the subject Miami Lakes Park/School as set forth
in this Deed, and other good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, has granted, bargained, and sold to the said party of the
second part, subject to the reverter set forth in this Deed, the following described land
lying and being in Miami-Dade County, Florida:

TRACT 25 of Florida Fruit Land Company's Subdivision of the NW ¼ of Section 13,
Township 52 South, Range 40 East, Miami-Dade County, Florida, according to the plat
thereof recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County,
Florida, LESS the North 65 Feet thereof and LESS that portion lying within the West 35
Feet of the NW ¼ of said Section 13;

AND

The North 39.88 Feet of Tract 48 of said Florida Fruit Land Company's Subdivision of the SW ¼ of said Section 13; LESS the East 35 Feet thereof and LESS that portion thereof which lies within the West 35 Feet of the SW ¼ of said Section 13.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the subject property.

TO HAVE AND TO HOLD the same forever subject to the following:

The Town of Miami Lakes shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) keep the park open to all Miami-Dade County residents, d) allow unincorporated area residents equal access and use of the park and not discriminate in program registration, pricing and other policies. The Town of Miami Lakes agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies. Upon failure of the Town to abide by any of the restrictions listed in (a) through (d), the County shall provide the Town with written notice of the alleged violations including a statement the "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the Town shall cure the violation. If the violation is of a type that cannot be cured within this time period, the Town shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the Town of Miami Lakes to

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comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Mayor

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2003.

STATE OF FLORIDA)
 SS:
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____ and _____

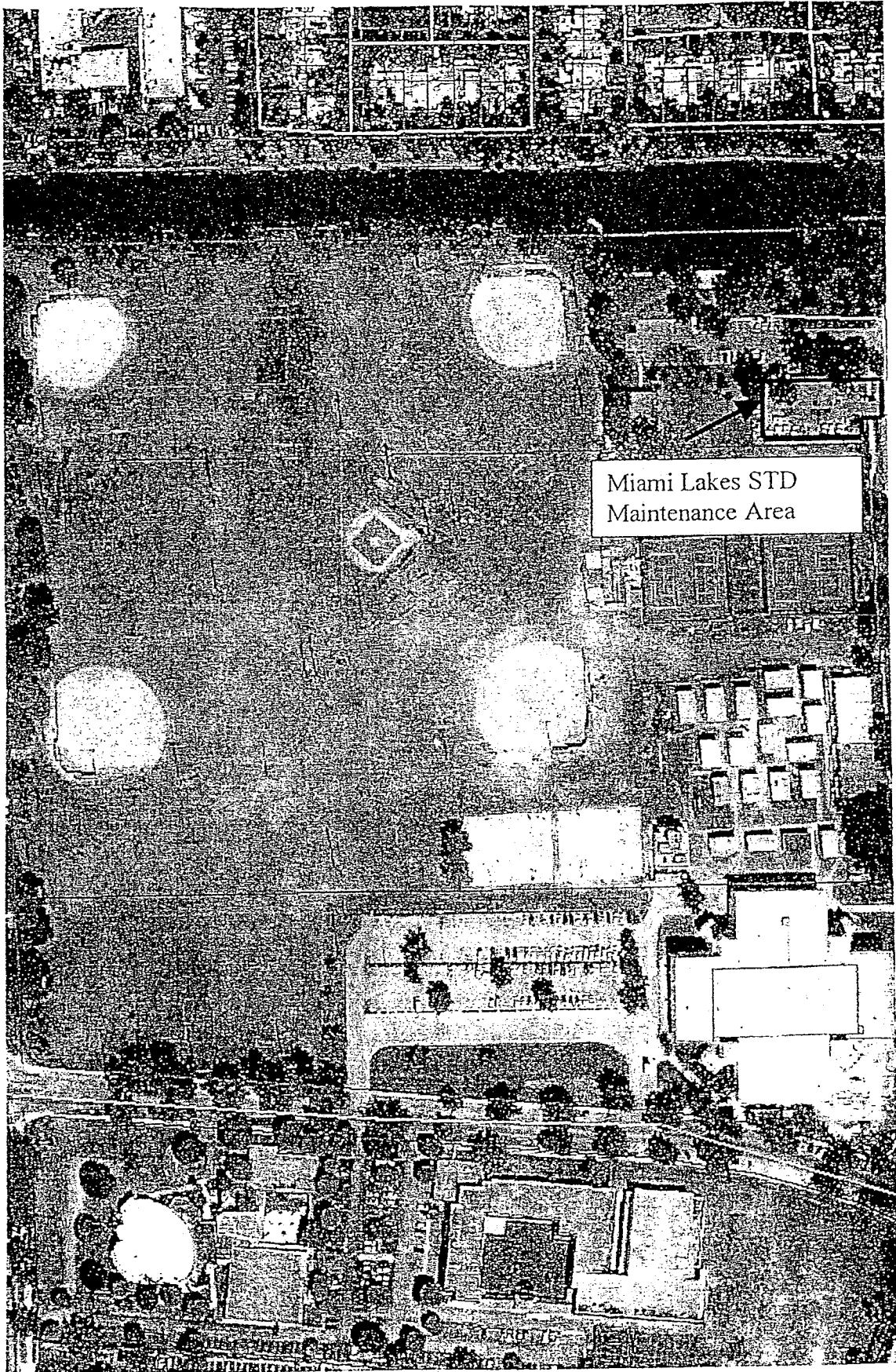
_____, the Mayor and Deputy Clerk of Miami Dade

County Florida, respectively on behalf of said County who (check one) ☐ are personally known to me or ☐ have produced a Florida Drivers license as identification.

NOTARY PUBLIC, State of Florida
Print name:

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Exhibit B
Miami Lakes Special Taxing District Maintenance Area



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